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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

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KAASS LAW
313 East Broadway, Ste "944"
Glendale, California 91209
Tel. 310.943.1171

Attorney for Plaintiff
VAAGN VARTANIAN

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VAAGN VARTANIAN, an individual;	)	Case No.: 2:12-cv-08358-ODW-(AJWx)
Plaintiff,)	
	)	FIRST AMENDED COMPLAINT
vs.	)	FOR:
PORTFOLIO RECOVERY)	
ASSOCIATES, LLC, a Delaware Limited	)	1. Willful Violations of Federal Fair
Liability Company,	)	Credit Reporting Act, 15 U.S.C. §
	)	1681s-2(b);
Defendant.	)	2. Negligent Violations of Federal
	)	Fair Credit Reporting Act, 15
	)	U.S.C. § 1681s-2(b);
	)	3. Intentional Violations of
	)	California Consumer Credit
	)	Reporting Agencies Act, Cal. Civ.
	)	Code § 1785.25(a);
	)	4. Negligent Violations of California
	)	Consumer Credit Reporting
	)	Agencies Act, Cal. Civ. Code §
	)	1785.25(a);
	)	5. Violations of Federal Fair Debt
	)	Collection Practices Act, 15
	)	U.S.C. §§ 1692(e), 1692(f) and
	)	1692(g);
	)	6. Violation of California Rosenthal
	)	Fair Debt Collections Practices
	)	Act, Cal. Civ. Code § 1788.17.
	)	7. Defamation by Libel

JURY TRIAL DEMANDED

1 Plaintiff, through counsel, alleges:

2 **NATURE OF ACTION**

3 This is a private action brought by an individual consumer under Federal Fair Credit
4 Reporting Act ("FCRA"), 15 U.S.C. § 1681s-2(b); Federal Fair Debt Collection Practices
5 Act ("FDCPA"), 15 U.S.C. §§ 1692(e), 1692(f) and 1692(g); and their equivalent State
6 Acts: Consumer Credit Reporting Agencies Act ("CCRAA"), Cal. Civ. Code § 1785.25(a);
7 and Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788.17.

8 **JURISDICTION AND VENUE**

9 1. This Court has jurisdiction under 15 U.S.C. § 1681p, Cal. Civ. Code § 1785.33, 15
10 U.S.C. § 1692k(d), and 28 U.S.C. § 1331.

11 2. This Court has supplemental jurisdiction over the State claims under 28 U.S.C. §
12 1367(a).

13 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the acts
14 or events giving rise to Plaintiff's action occurred in the State of California in the Central District
15 of California, where Plaintiff resides in the said State and district, and where Defendant transacts
16 business in said State and district.

17 **PARTIES**

18 4. Plaintiff, VAAGN VARTANIAN ("Plaintiff"), is an individual who at all
19 relevant times resided in the State of California, County of Los Angeles.

20 5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

21 6. Defendant is a "person" as defined by 15 U.S.C. § 1681a(b) and Cal. Civ. Code
22 § 1785.3(j).

23 7. Defendant is a "furnisher of information" as referenced under 15 U.S.C. §
24 1681s-2 who, as part of its regular course of business, furnish information concerning
25 consumers to the Credit Reporting Agencies.

26 8. Defendant is a "debt collector" as defined by 15 U.S.C. § 1692a(6) and Cal.
27 Civ. Code § 1788.2(c), who at all relevant times were engaged in the business of collecting
28 consumer debt, as defined by 15 U.S.C. § 1692a(5). A true and correct copy of Defendant's

1 official webpage is attached hereto as Exhibit A attesting to this fact.

2 9. When a reference in this First Amended Complaint is made to any act or
3 omission of Defendant's corporation, company, association, business entity, or partnership,
4 such allegation shall be deemed to mean that the Defendant and its owners, officers, directors,
5 agents, employees, or representatives did or authorized such act or omission while engaged in
6 the management, direction, or control of the affairs of Defendant and while acting within the
7 scope and course of their duties.

8 FACTUAL ALLEGATIONS

9 10. On or about August 16, 2010 Plaintiff, upon review of his credit report, noticed
10 an account (Acct. No. 4465400005922150) ("account") reported by Wells Fargo Bank.

11 11. Since Plaintiff had never applied for or opened this account, he sent a letter to
12 Wells Fargo Bank on August 16, 2010, disputing the ownership of the account. A true and
13 correct copy of this letter is attached hereto as Exhibit B.

14 12. Following this dispute, Wells Fargo Bank proceeded to delete the inaccurate
15 account from Plaintiff's credit reports maintained by Equifax, TransUnion, Experian, and
16 Innovis. Wells Fargo Bank sent a letter to Plaintiff, dated October 12, 2010, confirming this
17 deletion. A true and correct copy of this letter is attached hereto as Exhibit C.

18 13. As of September 21, 2011, the account was not reported on Plaintiff's credit
19 reports. In fact there were no potentially negative credit items appearing on Plaintiff's credit
20 file. A true and correct copy of Plaintiff's credit report dated September 21, 2010 is attached
21 hereto as Exhibit D.

22 14. On or about March of 2012, Plaintiff obtained his credit reports maintained by
23 the three major credit reporting agencies: Experian, Equifax, and TransUnion (collectively
24 "CRAs"). Upon review of the information contained in his credit reports, Plaintiff discovered
25 an account (Account#44654000592...) ("collection account") in derogatory status reported by
26 Defendant.

27 15. After careful review of the collection account, Plaintiff notice that the collection
28 account reported by Defendant was the same account Wells Fargo Bank previously reported

1 and subsequently deleted.

2 16. Puzzlingly, Defendant's reported the collection account nearly two years *after*
3 the original creditor, Wells Fargo Bank, deleted the same account.

4 17. Consequently, on or about March 30, 2012, pursuant to 15 U.S.C. § 1681i(a)(1),
5 Plaintiff submitted written disputes to the CRAs stating that the collection account does not
6 belong to him, and, as such, it is inaccurately reported to his credit reports.

7 18. Based on information and belief, the CRAs contacted Defendant about Plaintiff's
8 dispute of the collection account.

9 19. Following the submission of his credit bureau disputes, Plaintiff mailed a dispute
10 letter to Defendant on or about April 13, 2012, requesting validation of the purported debt and
11 verification of the collection account as reported to CRAs. Specifically, Plaintiff requested
12 proof of his ownership of the account and his responsibility for the debt, the accuracy of the
13 amount of this alleged debt, and Defendant's direct legal right over the collection of this debt.
14 Plaintiff requested deletion of the inaccurate collection account reported by Defendant in the
15 absence of such validation.

16 20. Because Defendant is a third party debt collector, it had an obligation to
17 communicate with Plaintiff regarding the alleged debt prior to its credit reporting. Defendant,
18 however, failed to comply with this obligation. Consequently, Defendant had reported debt to
19 the CRAs without notice and validation.

20 21. Several days following Plaintiff's credit bureau dispute, updated credit reports
21 showed that Defendant tenaciously continued reporting the collection account to CRAs. This
22 continued reporting persisted in the absence of a debt, let alone any documents substantiating
23 its validity.

24 22. On or about May 14, 2012, Plaintiff sent a second letter to Defendant, through
25 his authorized agent, to follow up on his dispute and previous request for production of
26 documents to validate the debt. Defendant failed to respond properly or at all to Plaintiff's
27 follow-up request and again failed to produce any proof of validity.

28 23. On or about June 11, 2012, Plaintiff sent a third letter to Defendant, through his

1 authorized agent, notifying of Defendant's failure to validate or delete the disputed collection
2 account. Defendant once again failed to address Plaintiff's request.

3 24. As of August 1, 2012, Defendant was still reporting the collection account on
4 Plaintiff's credit reports as a negative credit item. A true and correct copy of Plaintiff's credit
5 report dated August 1, 2012 is attached hereto as Exhibit E.

6 25. Plaintiff submitted three (3) separate letters to Defendant requesting proof of
7 investigation and validation of the collection account. Defendant, however, repeatedly and
8 continuously disregarded these requests and failed to produce such proof. Defendant, yet,
9 tenaciously continued to report the inaccurate collection account on Plaintiff's credit reports
10 maintained by the CRAs.

11 26. Defendant proceed to delete the inaccurate collection account from Plaintiff's
12 credit reports only after Defendant's violation of Federal and State laws, as alleged herein, and
13 only after Plaintiff's initiation of the instant action.

14 27. As a result of Defendant's reporting of the inaccurate collection account,
15 Plaintiff's creditworthiness was negatively impacted. Defendant's conduct in turn caused
16 Plaintiff, as a consumer and borrower, to suffer financial and emotional distress, including but
17 not limited to the following:

18 a. Actual damages caused by monetary losses relating to denials to obtain new
19 credit, loss of existing funds, loss of credit and loan opportunities, excessive or elevated
20 interest rates and finance charges;

21 b. Out of pocket expenses incurred as a result of communications with Defendant,
22 in addition to fees paid to attorneys and credit professionals for the assistance attained
23 in the process;

24 c. Emotional distress and mental anguish associated with derogatory credit
25 information reported by Defendant about Plaintiff to parties with access to Plaintiff's
26 credit reports;

27 d. Decreased credit rating and creditworthiness which resulted in denial to obtain
28 new credit, employment or housing on future attempts.

FIRST COUNT

(Willful Violations of FCRA, 15 U.S.C. § 1681s-2(b))

28. Plaintiff repeats and repleads each and every allegation contained in all prior paragraphs and incorporates the same herein by reference.

29. Defendant knowingly, intentionally, and willfully disregarded its obligations imposed by FCRA, 15 U.S.C. § 1681s-2(b) upon furnishers of information with respect to the "reinvestigation duties" in the event of consumer disputes initiated through CRAs.

30. Defendant violated 15 U.S.C. § 1681s-2(b)(1) because it failed to conduct reasonable investigation of disputed collection account.

31. Defendant violated 15 U.S.C. § 1681s-2 (b)(2) because it failed to take proper action of deletion of the inaccurate collection account within the statutorily mandated investigation period of thirty (30) days. Because Defendant failed to conduct reasonable investigation and prove the validity of the underlying debt of its collection account, the proper action would have been deleting the collection account rather than verifying it to CRAs.

32. Defendant's violations actually and proximately caused Plaintiff's injuries.

33. Plaintiff prays for declaratory relief pursuant to 28 U.S.C. § 2201 and § 2202, that Defendant' are in violation of the FCRA.

34. Plaintiff further prays for actual and statutory damages pursuant to 15 U.S.C. § 1681n (a)(1)(A); costs and attorney's fees pursuant to 15 U.S.C. § 1681n (c); and punitive damages for Defendant's willful noncompliance pursuant to 15 U.S.C. § 1681n (a)(2).

SECOND COUNT

(Negligent Violations of FCRA, 15 U.S.C. § 1681s-2(b))

35. Plaintiff repeats and repleads each and every allegation contained in all prior paragraphs and incorporates the same herein by reference.

36. Defendant negligently violated 15 U.S.C. § 1681s-2(b) because it breached its duty to report accurate credit information which actually and proximately caused Plaintiff's injuries.

37. Plaintiff prays for declaratory relief pursuant to 28 U.S.C. § 2201 and § 2202,

1 that Defendant violated the FCRA.

2 38. Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1681o(a)(1), and
3 costs and attorney's fees pursuant to 15 U.S.C. § 1681o(a)(2).

4 **THIRD COUNT**

5 **(Intentional Violation of CCRAA, Cal. Civ. Code § 1785.25(a))**

6 39. Plaintiff repeats and repleads each and every allegation contained in all prior
7 paragraphs and incorporates the same herein by reference.

8 40. Defendant knowingly, willfully, and intentionally disregarded its obligation to
9 accurately report credit information pursuant to Cal. Civ. Code § 1785.25(a)— to refrain from
10 reporting information that Defendant knew to be inaccurate or the accuracy of which was not
11 known nor verified at the time of furnishing. Defendant knew that the reporting of the
12 collection account is wrong because Wells Fargo Bank's deletion of the account proceeded
13 Defendant's reporting of the collection account.

14 Moreover, Plaintiff's dispute letters submitted to Defendant along with Defendant's failure
15 to prove the accuracy of its reporting put Defendant on notice that the information it
16 reported is inaccurate. As such, Defendant intentionally disregarded its obligation to
17 refrain from inaccurate reporting.

18 41. Defendant's violations actually and proximately caused Plaintiff's injuries.

19 42. As a result of the Defendant's violations of the CCRAA, Plaintiff suffered
20 personal humiliation, embarrassment, mental anguish, and emotional distress. Plaintiff is
21 entitled to actual damages pursuant to Cal. Civ. Code § 1785.31(a)(2)(A); and punitive
22 damages for Defendant's willful noncompliance pursuant to Cal. Civ. Code §
23 1785.31(a)(2)(B).

24 **FOURTH COUNT**

25 **(Negligent Violation of CCRAA, Cal. Civ. Code § 1785.25(a))**

26 43. Plaintiff repeats and repleads each and every allegation contained in all prior
27 paragraphs and incorporates the same herein by reference.

28 44. Defendant negligently breached its duty to report accurate credit information by

1 disregarding its obligations under Cal. Civ. Code § 1785.25(a)— to refrain from reporting
 2 information that Defendant should have known to be inaccurate or the accuracy of which was
 3 not known nor verified at time of furnishing.

4 45. Defendant's violations actually and proximately caused Plaintiff's injuries.

5 46. As a result of the Defendant's violations, Plaintiff suffered personal humiliation,
 6 embarrassment, mental anguish, and emotional distress. Plaintiff is entitled to actual damages,
 7 including court costs and attorney's fees; and pain and suffering, pursuant to Cal. Civ. Code §
 8 1785.31(a)(1).

9 **FIFTH COUNT**

10 **(Violations of FDCPA, 15 U.S.C. §§ 1692(e), 1692(f) and 1692(g))**

11 47. Plaintiff repeats and repleads each and every allegation contained in all prior
 12 paragraphs and incorporates the same herein by reference.

13 48. Defendant knowingly, willfully, and intentionally disregarded the notice and
 14 disclosure requirements imposed under 15 U.S.C. § 1692g(a)—requiring Defendant to notify
 15 Plaintiff of the purported debt and of Plaintiff's rights under the FDCPA. Defendant reported
 16 the collection account without ever informing Plaintiff of any purported debt.

17 49. Defendant knowingly, willfully, and intentionally failed to cease collection
 18 activities upon notice of dispute. Specifically, Defendant disregarded Plaintiff's request for
 19 debt validation and continued reporting the alleged debt to CRAs throughout the investigation
 20 period and in the absence of validation in violation of 15 U.S.C. § 1692g(b).

21 50. Defendant used false, deceptive, and misleading representation or means in its
 22 attempts to collect purported debt from Plaintiff. Defendant falsely represented the character,
 23 amount, or legal status of the purported debts to Plaintiff through CRAs in violation of 15
 24 U.S.C. § 1692e(2). Namely, Defendant attributed a collection account to Plaintiff, falsely
 25 claiming Plaintiff is in debt with Defendant.

26 51. Defendant communicated to CRAs credit information which it knew or
 27 should have known to be false and by failing to communicate that a disputed debt is
 28 disputed in violation of 15 U.S.C. § 1692e(8). As it appears on Plaintiff's credit report

1 attached herein as Exhibit E, Defendant continued to report the collection account without
2 changing the status to "disputed."

3 52. Defendant used unfair or unconscionable means in its attempts to collect an
4 alleged debt in violation of 15 U.S.C. § 1692f. Specifically, Defendant reported an inaccurate
5 and unverified debt in Plaintiff's name to coerce Plaintiff to make payments on an account that
6 Plaintiff did not apply for or open or had any responsibility or liability thereof.

7 53. Defendant's violations actually and proximately caused Plaintiff's injuries.

8 54. As a result of Defendant's violations of the FDCPA, Plaintiff prays for
9 declaratory relief that Defendant's conduct violated the FDCPA. Plaintiff is entitled to actual
10 damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages pursuant to 15 U.S.C. §
11 1692k(a)(2); and costs and attorney's fees per 15 U.S.C. § 1692k(a)(3).

12 SIXTH COUNT

13 (Violation of RFDCPA, Cal. Civ. Code § 1788.17)

14 55. Plaintiff repeats and repleads each and every allegation contained in all prior
15 paragraphs and incorporates the same herein by reference.

16 56. Defendant used false representations and unfair or unconscionable means in
17 attempt to collect its alleged debt from Plaintiff because it furnished, without notice, and
18 continued to report unverified debt in Plaintiff's name. By such reporting, Defendant falsely
19 inferred that Plaintiff was indebted with Defendant. Defendant's conduct was intended to
20 coerce Plaintiff into payment on an account that Plaintiff did not apply for or open or had any
21 responsibility or liability thereof.

22 57. Moreover, Defendant provided no proof of validity or right to collection in
23 violation of Cal. Civil Code § 1788.17.

24 58. Defendant's violations actually and proximately caused Plaintiff's injuries.

25 59. As a result of Defendant's violations of the RFDCPA, Plaintiff suffered personal
26 humiliation, embarrassment, mental anguish, and emotional distress. Plaintiff is entitled to
27 actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages pursuant to Cal.
28 Civ. Code § 1788.30(b); and costs and attorney's fees per Cal. Civ. Code § 1788.30(c).

SEVENTH COUNT
(DEFAMATION BY LIBEL)

60. Plaintiff repeats and repleads each and every allegation contained in all prior paragraphs and incorporates the same herein by reference.

61. Defendant repeatedly published or has caused to be published written material information it knew or should have known to be false. Specifically, Defendant is directly responsible for the reporting of unverified and inaccurate credit information about Plaintiff to the CRAs. Defendant's inaccurately published information was viewed by parties with access to Plaintiff's credit reports.

62. The information disseminated via publication was made of and concerning the Plaintiff and was so understood by those who viewed the publication.

63. Defendant's violations actually and proximately caused Plaintiff's injuries.

64. The information is libelous in that it caused enormous harm to Plaintiff's creditworthiness defaming Plaintiff in the eyes of his current and potential creditors.

65. The publication of Defendant's inaccurate and unverified collection account on Plaintiff's credit reports and repeated failure to correct such publication was done with malice to injure Plaintiff for the direct benefit of Defendant.

66. Defendant acted with malice because Defendant knew of the falsity or recklessly disregarded the truth or falsity of its publication.

67. Defendant knew that the reporting of the collection account is wrong because Wells Fargo Bank's deletion of the account proceeded Defendant's reporting of the collection account.

68. Moreover, the three letters submitted by Plaintiff to Defendant disputing the existence, ownership, and accuracy of the collection account along with Defendant's failure to prove the accuracy of its reporting permit the inference that Defendant in fact entertained serious doubts as to the truth of its publication.

69. Defendant is the only party in position to conduct reasonable investigation to confirm the accuracy of its publication. Defendant, however, failed to prove it took

1 reasonable steps to verify the disputed collection account or that the debt was in fact
2 validated.

3 70. The Defendant's defamation of Plaintiff was willful, deliberate, knowing
4 and/or with reckless disregard for the interest and rights of Plaintiff such as to justify an
5 award of punitive damages against Defendant, among other relief.

6 **PRAYER FOR RELIEF FOR ALL COUNTS**

7 WHEREFORE, Plaintiff prays for relief against Defendant as follows:

- 8 1. Actual damages;
9 2. Statutory damages;
10 3. Civil penalties;
11 4. Legal fees and costs;
12 5. Prejudgment and postjudgment interest;
13 6. Punitive damages;
14 7. Declaratory relief;
15 8. For additional remedies as the court deems proper.

16 **Plaintiff requests trial by jury.**

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18 DATED: January 16, 2013

KAASS LAW

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20 By: 

21 Armen Kiramijyan
22 Attorney for Plaintiff
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EXHIBIT A



**Portfolio
Recovery
Associates**

About PRA

About PRA

Our Business
Management
Locations
Social Responsibility

Portfolio Recovery Associates, Inc. (PRA) is a market leader in the consumer debt purchase and collection industry. We also provide a broad range of business services to local governments, auto lenders, law enforcement, institutional investors, manufacturers and retailers. We employ more than 3,100 people throughout the United States and in the United Kingdom.

A Public Company with a Strong Record of Compliance

Our company was founded in 1996 and has been public since 2002, with shares traded on the NASDAQ Global Stock Market under the symbol "PRAA." We are distinguished by our strong focus on customer and client needs, continuous innovation, and a culture of transparency and compliance.

Respecting Customers

PRA was founded on the premise that consumers who have fallen behind on their bills deserve to be treated fairly and with respect. We realize that people face financial challenges from time to time. Account representatives of our collection subsidiary, Portfolio Recovery Associates, LLC (PRA LLC), listen to customers to understand their individual needs and circumstances. PRA LLC works with customers to develop realistic, affordable repayment plans.

Our Role in the Global Economy

PRA is an integral part of the financial receivables lifecycle. We have done business with most of the largest consumer lenders in the United States. We purchase portfolios of past-due and defaulted debt from leading creditors.

Since 1996, PRA has acquired more than 30 million customer accounts. By investing in the acquisition of these accounts, PRA provides capital to financial services companies, strengthening their ability to lend and more attractively price credit for all consumers.

Through our diversified businesses, we return millions of dollars to businesses and local governments annually.

Download a
PDF of the
PRA corporate
fact sheet.
> [DOWNLOAD](#)



Portfolio Recovery Associates, Inc., 120 Corporate Boulevard, Norfolk, Virginia 23502, USA. (757) 519-9300.
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EXHIBIT B

Vaagn Vartanian
1413 ½ Kenneth Rd. Apt. 228
Glendale, CA 91201

[REDACTED]
[REDACTED]

August 16, 2010

Wells Fargo Bank
PO Box 5445
Portland, OR 97228

RE: Account # 446540000592....

Attention Wells Fargo Bank,

After checking my credit report recently, I discovered an account from Wells Fargo which is inaccurately reporting to my credit file.

Please be advised that I did not ask to be on this account and I did not have any idea that such an account was being reported to my credit file. I now dispute your reported information and request substantial proof that I have any connection to this account. I request that you provide me a contract or application bearing my signature, which makes me a legal responsible party to this account.

The law provides furnishers of information with 30 days to investigate and reply back to the consumer's dispute with the requested information. If you fail to respond back to my letter in a timely manner, or fail to provide me the documentation I requested proving my involvement in this account, then your reporting of it to my credit file will be unjustified and I will expect its removal from my credit reports immediately. Be advised that deliberate delays of consumer disputes and failure to remove inaccurate information from consumer's credit reports are violations of the FCRA.

With regards,

Vaagn Vartanian

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EXHIBIT C



Wells Fargo Card Services
Credit Bureau Disputes
P.O. Box 5445
Portland, OR 97228-5445

October 12, 2010

Vaagn Vartania
1413 1/2 Kenneth Rd Apt 228
Glendale CA 91201

Account Number: 4465 4000 0592 2150

Dear Customer:

This letter is to let you know that we have asked the four (4) credit reporting agencies used by Wells Fargo Bank, N.A. Equifax, TransUnion, Experian, and Innovis to delete the credit card account noted above from your credit file.

Please be aware that it generally takes the reporting agencies 4 to 6 weeks to have the change reflected on your credit report. This letter can be used as temporary evidence of this update.

If you have any questions, please call us at 1-877-778-5697 Monday through Friday, from 8 a.m. to 5 p.m., Pacific Time. Any of our representatives will be able to assist you.

Sincerely,

Sheri Stringer

Sheri Stringer
Credit Bureau Disputes Department
Specialized Portfolios and Services

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EXHIBIT D

Prepared for: **VAAGN V VARTANIAN**
 Date: **September 21, 2011**
 Report number: [REDACTED]

Page 2 of 10

Your accounts that may be considered negative

The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies and unpaid tax liens, which may remain for up to 10 years. A paid tax lien may remain for up to seven years. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Public Records

[REDACTED]

Payment history legend

OK	Current/Terms of agreement met	VS	Voluntarily surrendered
30	Account 30 days past due	R	Repossession
60	Account 60 days past due	PBC	Paid by creditor
90	Account 90 days past due	IC	Insurance claim
120	Account 120 days past due	G	Claim filed with government
150	Account 150 days past due	D	Defaulted on contract
180	Account 180 days past due	C	Collection
CRD	Creditor received deed	CO	Charge off
FS	Foreclosure proceedings started	CLS	Closed
F	Foreclosed	ND	No data for this time period

Your accounts in good standing

These items may stay on your credit report for as long as they are open. Once an account is closed or paid off it may continue to appear on your report for up to ten years.

Credit items

[REDACTED]

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EXHIBIT E



Logout

Report
SummaryPotentially
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ItemsAccounts in
Good
StandingRequests for
Your Credit
HistoryPersonal
InformationYour
Personal
StatementGet Credit
MonitorGet Credit
Score

Are you at risk for
**IDENTITY
THEFT?**

Low-Risk

Help reduce your risk
with **ProtectMyID™**
from Experian™

Get Protected →
with enrollment in PMID

Experian

Potentially Negative Items or Items for Further Review

- What does potentially negative or items for further review mean?
What if I think listed accounts are duplicates?

- What if I feel there is an error?

Experian credit report prepared for
VAAGN VARTANIAN

Your report number is
[REDACTED]

Report date: **August 01, 2012**

Credit Report Toolkit:

[Print your report](#)
[Credit Education](#)
[Know your rights](#)
[Credit Fraud Center](#)

- Public Records Credit Items

Public Records: Select the account name to review details

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Credit Items: * Select the account name to review details

PORTFOLIO RECOVERY ASSOCIATES

Account Number: 446540000592....

Date Opened: 06/2011

Status: Collection account.

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